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MAGISTRATE JUDGE PATRICIA SULLIVAN

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10 *Attorneys for Defendant*

11
12 **IN THE UNITED STATES DISTRICT COURT**
13 **DISTRICT OF OREGON - PORTLAND DIVISION**
14

15 DAVID WARD JONES and JESSICA FAYE
16 JONES, husband and wife; LENA ABIGAIL
17 JONES, a single person,

18 Plaintiffs,

19 vs.

20 STATE FARM MUTUAL AUTOMOBILE
21 INSURANCE COMPANY, a foreign
22 corporation doing business in Washington,

23 Defendant.

NO. 2:16-cv-00343-SU

STIPULATION AND ORDER RE: ARBITRATION AND
DISMISSAL

24 **STIPULATION**

25 The parties stipulate, by and through their undersigned counsel, as follows:

1. Plaintiffs' uninsured motorist coverage claims will be jointly resolved in a single arbitration with a three arbitrator panel. Plaintiffs shall jointly select one arbitrator, defendant shall select one arbitrator, and those two arbitrators shall select the third arbitrator.

STIPULATION AND ORDER RE:

ARBITRATION AND DISMISSAL – 1

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REED MCCLURE
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2. The arbitration will decide plaintiff Lena Abigail Jones's uninsured motorist coverage claim under both David Jones' Oregon policy and Lena Abigail Jones' Oklahoma policy. The Oregon policy will provide primary coverage and the Oklahoma policy will provide excess coverage for Lena Abigail Jones' uninsured motorist coverage claim if needed.

3. The arbitration shall take place in Oregon. Evidence and procedure at the arbitration shall be governed by Oregon law.

4. Oregon contract and statutory law apply to the uninsured motorist coverage in the Oregon policy and Oklahoma contract and statutory law apply to the uninsured motorist coverage in the Oklahoma policy. Washington law applies to the alleged motor vehicle accident.

5. Defendant will be entitled to credits for advance payments of uninsured motorist coverage benefits previously made. Policy limits, setoffs, and other policy provisions shall apply, except defendant will not rely on the "anti-stacking" provision in the Oregon policy.

6. The arbitrators will not be told the amounts of personal injury protection coverage benefits or uninsured motorist coverage benefits previously paid, nor will they be told the limits of the Oregon uninsured motorist and Oklahoma uninsured motorist coverages.

7. The plaintiffs will each pay \$100 toward the cost of arbitration and defendant will bear all other costs of arbitration pursuant to ORS 742.504(10).

8. Plaintiffs' claims under the Washington Insurance Fair Conduct Act and the Washington Consumer Protection Act shall be dismissed with prejudice. Plaintiffs' claims for bad faith, breach of fiduciary duty, and negligence relating to defendant's handling of plaintiffs' claims under the Oregon policy shall be dismissed with prejudice. All other claims including bad faith claims under Oklahoma law for Plaintiff Lena Jones shall be dismissed without prejudice. No costs or attorneys' fees shall be awarded any party.

DATED THIS 18th day of April, 2016.

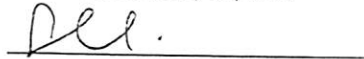
REED McCLURE



Michael S. Rogers

Attorney for Defendant State Farm Mutual
Automobile Insurance Company

GLP ATTORNEYS, PS, INC



Sara Maleki

Attorneys for Plaintiffs David Jones,
Jessica Jones, and Lena Abigail Jones

STIPULATION AND ORDER RE:
ARBITRATION AND DISMISSAL – 2

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REED McCLURE

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ORDER

IT IS HEREBY ORDERED that based on the foregoing Stipulation, plaintiffs' claims under the Washington Insurance Fair Conduct Act and the Washington Consumer Protection Act are dismissed with prejudice. Plaintiffs' claims for bad faith, breach of fiduciary duty, and negligence relating to defendants' handling of plaintiffs' claims under the Oregon policy are dismissed with prejudice. All other claims including bad faith claims under Oklahoma law for Plaintiff Lena Jones are dismissed without prejudice. No costs or attorneys' fees are awarded any party.

DATED THIS 20th day of April, 2016.

s/ Patricia Sullivan

MAGISTRATE JUDGE PATRICIA SULLIVAN

Presented By:

REED McCLURE


Michael S. Rogers

Attorney for Defendant State Farm

Mutual Automobile Insurance Company

GLP ATTORNEYS, PS, INC.


Sara Maleki

Attorneys for Plaintiffs David Jones,

Jessica Jones, and Lena Abigail Jones

STIPULATION AND ORDER RE:

ARBITRATION AND DISMISSAL – 3

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